

City of Hartford

Department of Finance

Purchasing Division

550 Main Street

Hartford, Connecticut 06103

860-543-8555

INVITATION TO BID

BID TITLE AND NUMBER: **TERM CONTRACT: PEST CONTROL, BOARD OF EDUCATION (SBE); #3524**

Sealed bids for the above will be received at the Office of the City Purchasing Agent, Municipal Building, 550 Main Street, Room 100, Hartford, Connecticut until, **BUT NOT LATER THAN 10:00 A.M., E.D.T., WEDNESDAY, JUNE 11, 2003** at which time and place they will be publicly opened, read, and recorded.

This Request for Bid is set-aside for award to a Small Business pursuant to section 2-559 of the Hartford Municipal Code.

Bid Surety and Performance Bond are not required for this Bid. However, Insurance shall be required from the successful bidder.

Bid must be time stamped by Purchasing Receptionist **OR** a member of the Purchasing Staff **BEFORE** the deadline. The wall clocks are not used for this purpose. Be sure that the bid number, deadline date and the name and address of your firm is shown clearly on the bid envelopes. All envelopes must be sealed prior to submission.

If the bid is mailed, please mail bid **SEVERAL DAYS** prior to bid deadline to assure timely delivery. A bid is not considered received until it is in the office of the Purchasing Agent.

The City reserves the right to reject any or all, or any part of any or all bids, if such action is deemed to be in the best interest of the City.

The omission of any of attached papers from bid submitted is not available as defense by bidder in case of his failure to perform his contract in the manner described.

City of Hartford, Connecticut

BY: Stanley Staron
Acting Purchasing Agent

BID PREPARED BY: **Donna J. Caputa, Sr. Admin. Assistant**
Telephone: **(860) 543-8555**

LEGAL NAME OF BIDDER _____
(Please insert your firm name on this line)

ADVERTISED BID NUMBER: **#3524**
TITLE: **TERM CONTRACT: PEST CONTROL, BOARD OF EDUCATION (SBE)**

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- (X) SPECIAL INSTRUCTIONS TO BIDDERS: **5**
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- (X) SPECIFICATIONS: **11** PAGE(S)
- () STANDARD FORM OF CONTRACT
PROPOSAL (FORM 126/127)
- () WAGE SCALE: PAGE(S)
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- () BIDDER'S EEO REPORT
- (X) OTHER: **Attachment A, A-1, A-2**

**ATTACHMENTS FOR INFORMATIONAL
PURPOSES**

- (X) **SECTION 2-545** OF THE MUNICIPAL CODE:
NOTICE OF INVITATION FOR BIDS TO BE
PUBLISHED; CONTRACTS LIMITED TO
EQUAL OPPORTUNITY EMPLOYERS.
- (X) **SECTION 2-548** OF THE MUNICIPAL CODE:
DETERMINING AWARD; REJECTION AND
RE-ADVERTISEMENT; CONTRACT;
CONTRACTS LIMITED TO THE LOWEST
RESPONSIBLE BIDDER.
- (X) **SECTION 2-559** OF THE MUNICIPAL CODE:
SET-ASIDE PROGRAM FOR SMALL
CONTRACTORS AND MINORITY BUSINESS
ENTERPRISES.
- (X) **SECTION 2-560** OF THE MUNICIPAL CODE:
BID PREFERENCE FOR CITY- BASED
BUSINESSES.

SPECIAL INSTRUCTIONS TO BIDDERS
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1. **Small Business Set-aside Provision:** This Request for Bid is set-aside for award to a Small Business pursuant to section 2-559 of the Hartford Municipal Code, a copy of which is attached. If bidder does not hold current City of Hartford Small Business Certification, an application for same on forms prepared by the City, will be required prior to the award of bid. The application and review process includes, but is not limited to:

- 1) The submission of Federal Tax Forms for the last completed tax year which will be reviewed to determine that bidder has its principal place of business and has been operating in the State of Connecticut for at least one year prior to the date of application.

- 2) Review of annual gross revenues (shown on the Federal Tax Forms) to assure that total revenues did not exceed three (3) million.

2. **Bid Prices:** Prospective Bidders shall submit unit prices as outlined on the bid schedule. The unit price shall include **all** costs associated with the fulfillment of the contract.

3. **Basis of Award:** Paragraph 15 of the Standard Form of Contract Proposal, Form 127, (Standard Instructions to Bidders) is amended to include the following:

For the purpose of evaluating bids to determine the lowest responsible bidder, 15% local preference will be applied in accordance with Section 2-560 of the Municipal Code as amended, a copy of which is attached hereto for your information.

This bid shall be awarded to the lowest responsible bidder by total low bid. Therefore, bidders must bid on every item in order to be considered for award.

4. **Variable Quantities:** The quantities and delivery points set forth in this bid shall be subject to the variation stipulated in Paragraph 10 (c) of the "Standard Instructions to Bidders" (Form 127).

5. **Term of Contract:** The term of this contract shall be for a twenty-four (24) month period commencing on **July 1, 2003** and ending on **June 30, 2005**.

6. **Contract Termination:** The City of Hartford reserves the right to cancel this contract, at any time, with thirty (30) days prior written notice to contractor, should any of the following conditions exist:

- A. Funds are not appropriated by the Court of Common Council to allow continuance of this contract.

- B. The City of Hartford, through changes in its requirements or method of operation, no longer has a need for the commodity or service.

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7. **Contractor Performance:** If, during the term of this Contract, the Contractor; A) repeatedly fails to provide the level of services required under this Contract; B) fails to fulfill services required in accordance with agreed schedule or C) fails to comply with any other terms and conditions outlined in the Contract, the City shall have the right to terminate this Contract. Prior to termination, the City shall:
- A. Meet with Contractor to give him/her an opportunity to respond to complaints;
 - B. Establish a remedial period for the Contractor to correct service deficiencies and/or defaults to the satisfaction of the City;
 - C. If Contractor fails to correct said deficiencies and/or defaults within the remedial period, the City shall terminate contract.
8. **Site Inspection:** The bidders are urged to inspect the site prior to submission of bid proposal to compare it with drawings and/or specifications and to satisfy themselves of conditions existing at the site, the storage and handling of materials, and all other matters that may be incidental to the work performed under this contract. No allowance shall be made to the successful contractor by reason of any error on his/her part due to neglect to comply with the requirements of this paragraph.
- Arrangements for site inspection can be made by contacting Ray DeMonte @ (860) 695-3231.
9. **Liquidated Damages:** The City of Hartford reserves the right to assess liquidated damages against the successful vendor in accordance with the Standard Form of Contract Proposal (Form 127), Paragraph 28.
10. **Project Purchases:** The City reserves the right to purchase on separate competitive bids commodities and/or services for a major project. The Contractor, however, shall be invited to bid.
11. **Payment:** Payment under this Contract shall be made in accordance with Finance Form 127, Paragraph 32 of the Standard Form of Contract Proposal.

The successful vendor(s) shall submit itemized invoices directly to location where supplies and/or services were delivered. Invoices must reflect unit prices and/or percentage discounts as outlined on the bid schedule.

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12. **References:** Prospective Bidders shall submit three (3) references where similar work of this nature has been performed and/or equipment proposed has been in use within the past three (3) years.

COMPANY NAME & ADDRESS
PHONE

CONTACT PERSON

A. _____ _____	_____ _____
B. _____ _____	_____ _____
C. _____ _____	_____ _____

13. **Insurance:** The successful Contractor shall be required to furnish the following insurance coverage within ten (10) days from notice of award. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. All renewal certificates shall be furnished at least 10 days prior to policy expiration.
- a. Comprehensive General Liability Insurance, including Contractual Liability Insurance and Products/Completed Operations Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with limits not less than \$250,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$500,000 bodily injury aggregate per policy year and limits of \$250,000 for all property damage sustained by each person as a result of any one occurrence and \$500,000 property damage aggregate per policy year or a limit of \$500,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
 - b. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with limits not less than \$250,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$500,000 aggregate per policy year and limits of \$100,000 for all damages because of property damage sustained as the result of any one occurrence or \$500,000 Combined Single Limit (CSL). All, if any, deductibles are

the sole responsibility of the contractor to pay and/or indemnify.

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- c. Workers' Compensation Insurance in accordance with Connecticut State Statutes.
 - d. **The City of Hartford is named as an Additional Insured on the insurance coverage named above for claims arising out of the Contractor's performance of the contract herein.** THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE INSURANCE CERTIFICATE.

Hold Harmless Agreement: The Contractor shall, at all times, defend, indemnify, protect and save harmless the City and its officers, agents and employees from any and all claims or demands for damages for bodily injury, including death, or property damages sustained by any party, including officers, agents, and employees of the Contractor. Said hold harmless clause shall include, but not be limited to investigation, defense and settlement or payment or judgment of any legal liabilities hereunto aforementioned.
 - e. Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the City of Hartford.
 - f. "If the Contractor is underwritten on a claims made basis, the Retroactive Date shall be prior to or coincident with the date of this contract and the Certificate of Insurance shall state that coverage is claims made and also the Retroactive Date. The Contractor shall maintain coverage for the duration of this contract and for the two years following the completion of this contract. The Contractor shall provide the City annually a Certificate of Insurance as evidence of such insurance. It is further agreed that the Contractor shall provide the City a 30 day notice of aggregate erosion, an advance of the Retroactive Date, cancellation and/or renewal.
 - g. It is also agreed that either the Contractor or City may invoke the tail option on behalf of the other party and that any Extended Reporting Period (ERP) premium shall be paid by the Contractor."
14. **Attachments:** The following documents are attached hereto and made a part of this bid:
- A. Section 2-545 and 2-548 of the Hartford Municipal Code.
 - B. Standard Form of Contract Proposal (must be completed and returned with bid).

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Equal Employment Opportunity: As a condition of doing business with the City your firm must be certified by the City as Equal Opportunity Employers. The City's EEO Certification Form is attached for this purpose and made an integral part of this bid. Please complete the form in its entirety and return it with your bid. (rev. 5/84)

If your firm has received City certification within the previous eleven (11) months, please submit a copy of your certification in lieu of completing the Bidder's EEO Report. (rev. 3/97)

If your company employs four (4) or more people, please submit your EEO Policy Statement with your EEO Report.

15. **Material Safety Data Sheet (MSDS) for Toxic Substances:** Suppliers proposing to furnish toxic substances or contractors proposing to use toxic substances in the services to be performed for the City of Hartford must submit with their bid or proposal a Material Safety Data Sheet (Form OSHA-20). In addition, a Material Safety Data Sheet must be submitted with each shipment or delivery of a toxic substance.

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1. SCOPE

The City intends to contract with a qualified vendor to provide Integrated Pest Management (IPM) for Pest Services as described herein. All services shall be performed in accordance with conditions and terms specified. The Contractor shall furnish all labor, supervision, materials and equipment and travel time necessary to perform work under this contract.

Contractor will be responsible for rodent and insect control throughout the entirety of each and every building on the grounds of Hartford Public Schools.

2. QUALIFICATIONS OF BIDDER

The City intends to contract with a responsible and qualified pest control contractor who meets the conditions described herein. The contractor shall have been in the exterminating business for a minimum period of three (3) years on a full-time basis to have established an experience record, particularly in IPM. The contractor shall have in his regular employ and be able to provide a minimum crew of experienced workmen and supervisory personnel to provide adequate treatment specified herein. The supervisor/operator ratio shall not be greater than 1:5.

The successful contractor must be a member in good standing of the National Pest Control Association and subscribe to their ethics and principles and recommended procedures for pest control. The contractor must have a place of business or experienced personnel located within the Capitol Region so that emergency and "on-call" service may be available immediately and at all times.

3. COMPLIANCE WITH ORDINANCES

The contractor in the performance of his services under this agreement, must at all times comply with any and all statutes, ordinances and regulations pertaining to the materials used and extent and methods of application.

4. PEST CONTROL PROCEDURES

All work shall be performed in a safe manner in accordance with the latest and best materials and procedures. All services, both regular and "on-call" shall be rendered in such a manner and at such times as will not interfere with normal operations of the building serviced or its personnel.

All pesticides and rodenticides shall be used with due precaution to prevent the possibility of any accidental contact with humans and animals. Special care shall be exercised in use of insecticides and rodenticides in food areas to avoid any contamination.

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5. **SERVICE CALLS**

All service visits made by the successful bidder must be coordinated through the respective building's head custodian. In addition, the contractor will be responsible for call backs as requested by the City throughout the term of the contract. These emergency or non-scheduled service calls shall be acted upon within 24 hours of receipt of the respective Building and Grounds supervisor request.

All scheduled services shall be performed Monday through Friday after 3:00 p.m., or during school vacation periods.

Any other time schedules will be only on approval of the Hartford Public Schools Custodial Manager, Ray DeMonte, or his designee (HPS-CM).

The contractor shall include services for all buildings on the acreage of the school sites including: Equipment Sheds, Utility Sheds, Garages, Booths, Dumpsters, Tents and Compactors.

6. **REPORTS AND RECOMMENDATIONS**

Whenever conditions conducive to the harborage of pests and insects are uncovered by the contractor, such conditions shall be reported to the Administrator in writing on the form specified, with recommendations for corrections.

7. **INSPECTIONS**

All pest control services shall be subject to inspection and verification by the City at such times as deemed necessary.

8. **PROOF OF PERFORMANCE**

To show proof of performance for a given service call, the vendor must have in existence and use a **Pesticide Application and Inspection Report**. Each "Pest Control Service Record" is to be made in triplicate and is to be filled out for each respective building serviced on each service visit.

The aforementioned building official shall retain the original copy after a given service visit. Another copy will then be submitted by the building official to the City Pre-Audit Department as proof of vendor performance for processing of payment.

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9. LICENSING & CERTIFICATION

Contractor must have Connecticut D.E.P. certification for categories 7A and 7D. All contractor's personnel servicing the City must have current pest control applicator's licenses issued by the State of Connecticut. All bidders will complete the following section:

FIRM NAME: _____

ADDRESS: _____

CONNECTICUT PEST CONTROL CERTIFICATE #: _____

EMPLOYEE NAME

APPLICATOR'S LICENSE #

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INTEGRATED PEST MANAGEMENT (IPM)

1. GENERAL

a. Description of Service

This contract is part of a comprehensive Integrated Pest Management (IPM) program for the buildings and other areas specified herein. The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human and environmental exposure to pesticides. IPM is a process for achieving long term, environmentally sound pest control through the use of a wide variety of technological and management practices. Control techniques in an IPM program include a combination of pest monitoring, good sanitation practices, education, appropriate solid waste management, building maintenance, alternative physical, mechanical, and biological pest control, and the use of pesticides when warranted according to a predetermined hierarchy of pest management choices, formulations, and application techniques, which will minimize the exposure and potential risk to people and the environment.

The contractor shall furnish all supervision, labor, materials and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM program. The contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention.

b. Requirements for Bidding

In order for a company to qualify for the bidding process, it must meet the following requirements:

- (1) Possess a valid commercial pesticide application business certificate of registration from the Connecticut Department of Environmental Protection;
- (2) Employ a minimum of one certified commercial supervisory applicator for every five certified operational applicators employed;
- (3) Provide proof of appropriate insurance;
- (4) Provide three references attesting to the company's knowledge or experience in the field of IPM; and
- (5) Have been in the pest control business for a minimum of three years.

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c. Pests Included and Excluded

The contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants including carpenter ants as occasional invaders, winged termite swarms emerging indoors, incidental/occasional invaders entering from out-of-doors, and flies and other arthropod pests not specifically excluded from the contract. Populations of these pests that are located immediately outside of the specified buildings and pose a possible infestation problem to the specified buildings are included.

Populations of the following pests will be considered special services, separate from the specifications of this contract:

Birds, bats, snakes and all other vertebrates other than commensal rodents;

Termites, carpenter ants nesting within structures and other wood-destroying organisms;

Mosquitoes and other free flying insects originating out-of-doors;

Pests that primarily feed on outdoor vegetation; and

Fleas and ticks.

d. Initial inspection

The contractor shall conduct a thorough, initial inspection of each Hartford Public Schools building or site within the agreed upon number of working days after the effective date of the contract. The purpose of the initial inspection is for the Contractor to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. The initial inspection shall be conducted by a certified commercial supervisory applicator employed by the Contractor.

Access to building space shall be coordinated with the Hartford Public Schools Custodial Manager or his designee (HPS-CM). The HPS-CM will inform the Contractor of any restrictions or areas requiring special scheduling.

Ideally, the HPS-CM should have oversight of custodial staff to ensure that sanitation practices and building maintenance procedures associated with proper pest control are accomplished, and should interact with all facility staff members to ensure that pest sightings and other pest control related items are promptly brought to the attention of the Contractor.

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e. Pest Control Plan

Prior to initiation of service, the Contractor shall submit to the HPS-CM a Pest Control Plan for each building or site within the agreed upon number of working days following the initial inspection. Upon receipt of the Pest Control Plan, the HPS-CM will render a decision regarding its acceptability within an agreed upon number of working days. The Contractor shall be on site to initiate service within an agreed upon number of working days following notice of approval. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have an agreed upon number of working days to submit revisions.

The pest Control Plan shall consist of five parts:

- (1) Proposed methods for control, including labels and Material Safety Data Sheets (MSDS sheets) for all pesticides to be used. A list of types of rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, and any other control devices or equipment should also be included;
- (2) A proposed pest population level referred to as a predetermined tolerance threshold, if thresholds exist for the targeted pest;
- (3) A service schedule for each building or site;
- (4) A description of any structural or operational changes that would facilitate the pest control effort; and
- (5) A copy of the Commercial Pesticide Applicator Certificate for every Contractor's representative who will be performing on-site service under contract.

It shall be the Contractor's responsibility to carry out work according to the approved Pest Control Plan for each building or site. The Contractor shall receive the concurrence of the HPS-CM prior to implementing any subsequent changes to the approved Pest Control Plan, including additions or replacements to the pesticide list and to on-site service personnel.

f. Pesticide Application

The Contractor shall not apply any pesticide product that has not been included in the Pest Control plan or approved in writing by the HPS-CM. The HPS-CM will make a timely decision on any matter that requires a written approval.

Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any area inside or outside the premises shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area.

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Preventive pesticide treatments of areas determined to be at high risk for infestation by insects or rodents, through inspection at the onset of the program or as part of a maintenance program, are acceptable. These applications must be conducted in accordance with the pesticide hierarchy found in **SECTION 2- INSECT CONTROL** of this document. Written approval must be granted by the HPS-CM prior to any preventive pesticide application.

The Contractor shall not store any pesticide product on the property of the contractee.

g. Structural/Procedural Recommendations

Structural modifications for pest control, including the application of caulk and other sealing materials will not be the responsibility of the Contractor. However, throughout the life of this contract, the Contractor shall be responsible for notifying the HPS-CM in writing about any structural or procedural modifications deemed necessary to eliminate pest food, water, harborage or access.

h. Record Keeping

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept in the Head Custodian's office at each individual school and maintained on each visit by the Contractor.

Each logbook or file shall contain at least the following items:

- (1) A copy of the Pest Control Plan for the building or site, including labels and MSDS sheets for all pesticides used in the building, and the Contractor's service schedule for the building;
- (2) The Pest Control Application and Inspection Report forms will be supplied to the Contractor by the HPS-CM, and will be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. This includes all the information on pesticide applications required by the Connecticut Pesticide Control Act. Upon completion of a service visit to the building, the Contractor's representative performing the service shall complete, sign and date the form, and return it to the logbook or file on the same or succeeding day of the services rendered.

i. Contractor Personnel

Throughout the life of this contract, all Contractor personnel providing on-site pest control service must meet state requirements for training and certification as Commercial Pesticide Applicators. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under the terms of this contract.

j. Manner and Time to Conduct Service

The Contractor shall perform routine pest control services that do not adversely affect occupant health or productivity during the regular hours of operation in the buildings. No sprays or dusts may be applied when the immediate area to be treated is occupied. When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan, the Contractor shall notify the HPS-CM at least one day in advance.

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The Contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering the building. Any restrictions associated with these special areas will be explained by the HPS-CM. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan for the specific building or site.

All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protection equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

k. Special Requests and Emergency Service

On occasion, the HPS-CM may request that the Contractor perform corrective, special, or emergency service(s) that are beyond routine service requests. The Contractor shall respond to these exceptional circumstances and complete the necessary work within one (1) working day after receipt of the request. In the event that such services cannot be completed within one working day, the Contractor shall immediately notify the HPS-CM and indicate an anticipated completion date.

2. INSECT CONTROL

a. Non-Pesticide Products and Use

The Contractor shall use non-pesticide methods of control wherever possible. For example: sticky traps are used to guide and evaluate indoor pest control efforts wherever necessary.

b. Pesticide Products and Use

The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human and environmental exposure to pesticides. When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the use of formulations and treatment techniques which minimize the amount of pesticides used and the potential exposure of people and the environment.

The Contractor shall be responsible for application of pesticides according to the product label. All pesticides used by the Contractor must be registered with the Environmental Protection Agency (EPA) and the State Department of Environmental Protection (DEP). Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal and state laws and regulations.

The Contractor will use the following pesticide use hierarchy as a guide to minimize the amounts of pesticides applied as well as the potential for exposure.

(1) Baits and Gels

Containerized and other types of bait formulations rather than sprays shall be used for cockroach and ant control wherever appropriate. Baits and gels are considered the standard choice for most spaces.

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Baits and gels for other insects should also be considered as they are introduced into the marketplace and their efficacy established

(2) Dusts in closed areas such as wall voids

Dusts are the preferred pesticide product for treatment in such areas as, contrary to liquid products, they are not as directional when applied and effect a broader internal void area.

(3) Crack and crevice treatment using, in order of preference

- (a) Wettable powders
- (b) Microencapsulated products
- (c) Emulsifiable concentrates
- (d) Aerosols

As a general rule, if effective baits are not available for the targeted indoor pest, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices designed or modified for this purpose. "Crack and crevice treatment" is defined in this contract as an application in which the pesticide is only released within the crack and crevice and does not leave a deposit on exposed surfaces.

(4) Spot Treatments

As differentiated from overall, broadcast, or complete coverage, spot treatment is application to localized or restricted areas no more than (2) square feet where insects are likely to occur. These areas may occur on floors, walls and bases or undersides of equipment. Application must not be performed in food areas unless permitted by the pesticide product label.

(5) General sprays or fogs

Application of pesticide liquid, aerosol or dust to exposed surfaces, and pesticide space sprays (including fogs, mists and ultra low volume applications), shall be restricted to unique situations where no alternative measures which will result in timely control within the predetermined tolerance thresholds, are practical. In the event that these applications become necessary, a formulation with the least potential for exposure will be chosen. As a general rule, wettable powder and microencapsulated formulation will be considered as first choices. Solvent based pesticides will be used only as a last resort when no other effective alternatives exist. All application shall be made only to areas unoccupied at the time of application and shall remain unoccupied until the treated surfaces have dried, or longer if the label specifies a longer re-entry time. The Contractor and HPS-CM will determine, on a case-by-case basis, what additional ventilation and pre-notification are needed.

The Contractor shall obtain the approval of the HPS-CM prior to any application of pesticide liquid, aerosol or dust to exposed surfaces, or any space spray treatment. The Contractor shall take all necessary precautions to ensure occupant and employee safety, and all necessary steps to ensure

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the containment of the pesticide to the site of application. No liquid, aerosol or dust applications shall be made while occupants are present in the treated areas.

3. COMMENSAL RODENT CONTROL

a. Non-Pesticide Products and Use

As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed, whenever possible, out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule consistent with good pest control practice and approved by the HPS-CM. During regular service, the Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

b. Pesticide Products and Use

In circumstances when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the HPS-CM prior to making any interior rodenticide treatment.

All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes.

Frequency of servicing bait boxes shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations and the Connecticut Pesticide Control Act. The Contractor shall adhere to the following five points:

- (1) All bait boxes, whenever possible, shall be placed out of the general view and in locations where they will not be disturbed by routine operations;
- (2) The lids of all bait boxes shall be securely locked or fastened shut;
- (3) All bait boxes shall be securely attached or anchored to the floor, ground, wall or other surface, to discourage movement by non-authorized personnel;
- (4) Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box; and
- (5) All bait boxes shall be labeled with the Contractor's business name and address, and dated at the time of installation and each servicing.

As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible. The Contractor shall be responsible for notifying the HPS-CM about the location of all rodent burrows on the premises that must be filed.

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4. PROGRAM EVALUATION

The contracting agency reserves the right to evaluate the progress of this contract in terms of effectiveness and safety, and to require such changes as necessary. The Contractor shall take prompt action to correct all identified deficiencies.

5. QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of their program to the HPS-CM. The program shall include, but not be limited to the following:

- a. An inspection system covering all the services stated in this contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspections;
- b. The checklist shall include every area of the operation serviced by the Contractor, as well as every task required to be performed;
- c. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable;
- d. A file of all inspections conducted by the Contractor and the corrective actions taken. This documentation shall be maintained locally and made available upon request.

6. PERFORMANCE – LESS THAN SATISFACTORY RATING

The Contractor, upon receiving two “less than satisfactory” ratings of the same nature in the same treatment area, must document all procedures done, to date, and establish the extent of the pest level. If the pest levels are outside the predetermined tolerance thresholds (if thresholds exist for the given pest), the Contractor shall have an agreed upon number of days to submit to the HPS-CM an acceptable recommendation to alleviate the unsatisfactory situation.

Any treatment area receiving three consecutive “less than satisfactory” ratings of the same nature may result in the filing of a formal complaint from the HPS-CM to the Contracting Agent with intent to terminate the contract. The Contractor will not be terminated if the “less than satisfactory” rating is a result of circumstances outside of the Contractor’s control, such as failure of the HPS-CM to make structural or operational changes that would facilitate the pest control effort.

7. SAFETY AND HEALTH

- a. All work shall comply with all applicable state and federal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
- b. The Contractor will assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

ATTACHMENT A

Pesticide Application & Inspection Report

Service Location	Servicing Company	
		B-

Date: / /	Supervisor:	Certification No.
Time In: Out:	Technician:	Certification No.

Specific Recommendations/Actions Needed *(See also - inspection report)*

Pest Monitoring Report		
Location	Activity Noted	Replacements / Actions

Pesticide Application Record:			
Pesticide Applied	Rate/Amount Applied	Target Pest	Area Treated

Pesticide Application Record:

ATTACHMENT A-1

Pest Inspection Report

Service

Location: _____

Exterior

Sanitation

Pests Present Good Fair Poor

Perimeter of building; kept free of vegetation, debris, clutter

Exterior/structure; holes and cracks repaired and/or caulked

Dumpster area; neat, contained, not overflowing, doors closed

Loading dock; free of debris, doors closed

Comments/Actions Needed: _____

Kitchen

Walls/ceilings; clean, free of grease, mold, etc.

Floors; clean including underneath appliances, free of grease residue, food particles

Food prep area; sanitary, cleaned daily, no food left out or accessible

Food processing equipment including ovens, fryers & grills; cleaned frequently, free of food and grease residue, well maintained

Refrigeration units; clean interiors, proper storage containers, no items stored on top/along side

Dishwashing area; clean, no dirty dishes/utensils left unattended, no leaks/puddles

Comments/Actions Needed: _____

Interior

Trash area; free of debris, trash properly stored, receptacles frequently cleaned

Storage areas; items elevated off the floor, away from the wall,

removed from cartons

*Dining areas; tables/floors clean, free of food debris,
condiment/salad bar clean*

Restrooms; sanitary, floors, sinks, counters clean

Classrooms; neat, clutter free, no food stored or left out

Locker rooms; clutter free, showers/drains cleaned

Comments/Actions Needed:

Inspector:_____ **Date:**_____ **Next**

Scheduled Inspection:_____

Client Signature:_____

ATTACHMENT A-2
INTEGRATED PEST MANAGEMENT
SAMPLE PEST SIGHTING LOG

FACILITY:_____

[illegible]

CITY OF HARTFORD BID ATTACHMENT

Ordinance amending Section 2-545 of the Hartford Municipal Code will be used in determining the lowest responsible bidder(s). For your information, the ordinance reads as follows:

Section 2-545.

NOTICE OF INVITATION FOR BIDS TO BE PUBLISHED; CONTENTS; CONTRACTS LIMITED TO EQUAL OPPORTUNITY EMPLOYERS.

(a) In every instance of purchase or sale requiring sealed bids, notices inviting sealed competitive bids shall be published at least once in a daily newspaper in the City as provided in Section 2-4 and at least five (5) calendar days must intervene between the date of last publication and the final date for submitting bids. Such notices shall include a general description of the articles to be purchased or sold, shall state where bid blanks and specifications may be secured, and the time and place for opening bids. Such notices shall further state that all contracts will be awarded only to responsible bidders as defined by section 2-548. The bid specifications shall include a copy of this section and section 2-548. The specifications shall also include documents for evaluating the equal employment opportunity status of the bidder on forms that are prepared by the City Manager. Such documents, to be completed and signed by the bidder, may request all such information necessary to determine whether a bidder is an equal opportunity employer and must be submitted by the bidder with his bid. Such documents shall include the following provision:

"The bidder understands and agrees that his, her or its failure to meet the equal opportunity requirements established by this section and by section 2-548 of the Code will preclude such bid from being considered. The bidder agrees to the procedure set forth in Section 2-548 of the Code in regard to the determination of whether such bidder is an equal opportunity employer. The bidder also understands and agrees that the equal opportunity documents will become a part of the contract, and that a breach of the provisions of the equal opportunity documents will constitute a breach of the contract subject to such remedies as provided by law."

(b) Affirmative action requirements for contracts for public works and improvements shall be governed exclusively by the provisions of Article X of this chapter, unless such contracts are for an amount less than ten thousand dollars (\$10,000.00). (Code 1977, 2-2-263; Ord. No. 12-81, 3-23-81.; Ord. No. 42-83, 10-24-83)

CITY OF HARTFORD BID ATTACHMENT

Ordinance amending Section 2-548 of the Hartford Municipal Code will be used in determining the lowest responsible bidder. For your information, the ordinance reads as follows:

Be It Ordained by the Court of Common Council of the City of Hartford: that Section 2-548 of the Municipal code be amended as follows:

Section 2-548.

DETERMINING AWARD; REJECTION AND RE-ADVERTISEMENT; CONTRACTS LIMITED TO THE LOWEST RESPONSIBLE BIDDER.

(a) The contract for which sealed bids are invited shall be awarded to the lowest responsible bidder. Any person or organization is deemed not to be a responsible bidder that:

- (1) Is not an equal opportunity employer;
- (2) Has been found by a court or administrative body of competent jurisdiction to be in violation of the National Labor Relations Act and that such violation continues to exist;
- (3) Has been found by a court or administrative body of competent jurisdiction to be in violation of the Labor Relations Act for the State of Connecticut, Title 31, Chapter 561 and that such violation continues to exist; or;
- (4) Is found to be delinquent in the payment of personal and/or real property taxes or is found to be the owner of an interest of twenty-five (25%) percent or more in a corporation that is delinquent in the payment of personal or real property taxes.

(b) In any case, where a bidder is found to be delinquent in the payment of personal and/or real property taxes, the Purchasing Agent may require that the bidder submit a plan whereby the bidder will make current all arrearage of such taxes. Such plan shall include a schedule of payments sufficient to make such bidder current within a time period satisfactory to the City Manager. The submission of such approved plan will certify the bidder as a responsible bidder with respect to tax delinquency. Subsequent to the opening of the bids for a City contract, the Purchasing Agent shall forward a list of the three (3) lowest bidders to the Executive Director of the Human Relations Commission. The Executive Director of the Human Relations Commission, and/or his designee, shall review each bidder to determine whether the bidder can be accepted to be an equal opportunity employer. Within three (3) days after receiving the list of the three (3) lowest bidders, the Executive Director of the Human Relations Commission shall make written recommendations to the Purchasing Agent. Upon receipt of recommendations from the Executive Director of the Human Relations Commission, the Purchasing Agent shall send such recommendations to the City Manager.

(c) The City Manager shall certify whether each bidder is deemed to be a responsible bidder. In each case, where the City Manager determines that a bidder is not deemed to be a responsible bidder, he shall state his reasons in a written opinion to be forwarded to the Purchasing Agent, the Executive Director of the Human Relations Commission and the bidder. The decision of the City Manager that a person is not deemed to be a responsible bidder shall be appealable by written notice, by the bidder to the contract enforcement committee, as set forth in subsection 2-633(c), within five (5) days after the receipt of the City Manager's written opinion. The contract enforcement committee may reverse the City Manager's determination by a majority vote. The bids of all persons and organizations who are not certified as responsible bidders shall not be accepted. In determining whether any given bidder to the City can be accepted as an equal opportunity employer, the bidder will be required to submit certain information, with his bid, on forms provided by the City. Such information will be reviewed and evaluated by the Executive Director of the Human Relations Commission and/or his designee. Such information shall comprise the:

- (1) Present total work force of the bidder and the participation of minority and female workers therein;
- (2) Existing job categories occupied by minority and female workers in relation to the overall workforce of the bidder;
- (3) Relationship of the bidder's minority and female workforce, by job category, to the bidder's labor market area;

- (4) Commitment of the bidder to hire minority and female workers when present minority and female workforce is not representative of minority and female workforce availability in the bidder's labor market area;
 - (5) Submittal by a bidder of a company policy statement of Equal Employment Opportunity.
- (d) Quality offered, delivery terms and service reputation of the vendor may be taken into consideration in determining the successful bidder. In the event that more than one lowest responsible bid has been received, the location of the vendor's principal place of business may also be taken into consideration with preference accorded to a city located business over a noncity-located business, a state-located business over a nonstate-located business, and a domestic business over a foreign business. Upon recommendation by the Purchasing Agent, the equal employment opportunity provisions of this section may be waived in the sale of city property.
- (e) The City Manager shall have the power to reject any of all bids, or the bid for any one or more commodities or contractual services included in the proposed contract, when the public interest is served thereby, and to direct the Purchasing Agent to advertise again for bids. If all bids received are for the same total amount or unit price, and if the public interest will not permit the delay of re-advertising for bids, the City Manager may direct the Purchasing Agent to purchase the commodities or contractual services in the open market, provided the price paid in the open market shall not exceed the lowest contract bid price submitted for the same commodity or contractual service.
- (f) No transaction which is essentially a unit shall be divided for the purpose of evading the intent of this section.
- (g) For purposes of this Section and Section 2-545 of the Municipal Code, the following definitions for minority workers shall apply:
- (1). *BLACK* (not of Hispanic origin). All persons having origins in any of the Black racial groups of Africa.
 - (2) *HISPANIC*. All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
 - (3) *ASIAN* or *PACIFIC ISLANDER*. All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
 - (4) *AMERICAN INDIAN* or *ALASKA NATIVE*. All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

This ordinance shall take effect upon adoption.

CITY OF HARTFORD BID ATTACHMENTS

This Bid is being set-aside in accordance with City Ordinances amending Section 2-559 of the Hartford Municipal Code. For your information, the ordinance reads as follows:

Be It Ordained by the Court of Common Council of City of Hartford:

That Chapter 2, Article VII, Division 3 of the Municipal Code be amended by adding the following thereto:

Section 2-559. **SET-ASIDE PROGRAM FOR SMALL CONTRACTORS AND MINORITY BUSINESS ENTERPRISES.**

a) *Definitions.* As used in this section the following terms have the following meanings:

(1) *Minority* means:

- a. Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin,
- b. Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race,
- c. Women,
- d. Asian Pacific Americans and Pacific Islanders, or
- e. American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification;

(2) "*Small Contractor*" means any contractor, subcontractor, manufacturer or service company which has been doing business and has maintained its principal place of business in the state for a period of at least one (1) year prior to the date of application for certification under this section and which had gross revenues not exceeding three million dollars (\$3,000,000.00) in the most recently completed fiscal year prior to such application. Notwithstanding the provisions of this section, the city man, by means of administrative regulation, change the gross revenue amount to correspond with changes in the state's gross revenue amount. In case of any conflict between this section and the city's administrative regulations regarding the gross revenue amount, the administrative regulations adopted pursuant to this section shall control.

(3) "*Minority Business Enterprise*" means any small contractor, fifty-one (51%) percent or more of the capital stock, if any, or assets of which is owned by persons who:

- a. Are active in the daily affairs of the enterprise,
- b. Have the power to direct the management and policies of the enterprise, and
- c. Are members of a minority.

(b) *Percentage of city contracts allotted.* Under the provisions of section 7-148u of the general statutes, there shall be set aside in each fiscal year, for award to small contractors on the basis of a competitive bidding procedure, city contracts or portions of city contracts for the construction, reconstruction or rehabilitation of public buildings, the construction and maintenance of highways and the purchase of goods and services. The total value of such contracts or portions thereof to be set aside shall not be more nor less than twenty-five (25%) percent of the average of the total value of all such contracts let by the city for each of the previous three (3) fiscal years, provided a contract that may not be set aside due to a conflict with a federal law or regulation shall not be included in the calculation of such average. Contracts or portions thereof having a value of not less than twenty-five (25%) percent of the total value of all contracts or portions thereof to be set aside shall be reserved for awards to minority business enterprises.

CITY OF HARTFORD BID ATTACHMENT

Ordinance amending Section 2-560 of the Hartford Municipal Code will be used in determining the lowest responsible bidder. For your information, the ordinance reads as follows:

Be It Ordained by the Court of Common Council of the City of Hartford:

That Section 2-560 of the Municipal code is hereby amended to read as follows:

(a) For the purpose of this section "City based business" shall mean a business with a principal place of business located within the City of Hartford. A business shall not be considered a "City based business" unless evidence satisfactory to the Purchasing Agent has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Hartford. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, at time of bid submission and for the duration of the business' city contract, and/or payment of property taxes on the personal property of the business to be used in performance of the bid.

(b) The lowest responsible bidder shall be determined in the following order:

(1) Any City based bidder which has submitted a bid not more than fifteen (15) percent higher than the low bid provided such City based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City based bidder have submitted bids not more than fifteen (15) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City based bidders which submitted the lowest bid.

(2) The low bidder.